



RECEIVED

BellSouth Telecommunications, Inc.
Suite 2104
333 Commerce Street
Nashville, TN 37201-3300

02 OCT 23 PM 3 50

Charles L. Howorth, Jr.
Regulatory Vice President

615 214-6520
Fax 615 214-8858

TN REGULATORY AUTHORITY
DOCKET ROOM

October 23, 2002

Chairman Sara Kyle
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee

RE: Customer Notice Letter, TRA No. 00-00702

Dear Chairman Kyle:

This is in response to the Initial Order of the Hearing Officer in TRA Docket No. 00-00702, issued September 13, 2002, and action taken by the Authority during the Directors' Conference on October 21, 2002.

In compliance with that Initial Order, BellSouth is submitting copies of the customer notice letters that have been sent to all customers with special contracts which were addressed during the Authority's October 21, 2002 Conference.

Copies are also being provided to the counsel of record in this proceeding. Please contact Paul Stinson at 214-3839 if there are any questions.

Paul Stinson / for

Attachments



BellSouth Telecommunications, Inc. Tel 615 214-3839
Suite 2106 Fax 615 214-8867
333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

Center for Sports Medicine and Orthopaedics
2415 McCallie Ave.
Chattanooga, TN 37404

Re: Contract Service Arrangement No. TN02-F420-00
TRA No. 02-01075

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-F420-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

Depending on the action of the TRA, one of three events may occur:

1. If your CSA is approved, no further action will be taken, and you will continue to receive the benefits of the agreement;
2. If the CSA is denied, then you will be notified that the agreement and the associated discounts will cease at that time. Please note, however, that none of the discounts you have already received will be subject to refund;
3. If the CSA is modified or changed, you will be notified of these changes and have the option to either
 - A. continue the agreement under the changes ordered by the TRA; or
 - B. terminate the CSA; such termination, however, will not trigger the termination liability charges set forth in the agreement.

No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

In the event that you have questions regarding the foregoing, please contact your BellSouth Account Team.

Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

Lewisburg Seating Systems
1801 Childress Road
Lewisburg, TN 37091

Re: Contract Service Arrangement No. TN02-F191-00
TRA No. 02-01076

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-F191-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Lewisburg Seating Systems

02-01076

Page 2

No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

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Paul Stinson

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Tennessee Regulatory Authority



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Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

Dixon Odom
1829 Eastchester Dr
High Point, NC 27261

Re: Contract Service Arrangement No. TN02-F350-00
TRA No. 02-01077

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-F350-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Dixon Odom
02-01077
Page 2

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Paul Stinson

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Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

Upper Cumberland Electric
320 Celina Hay
Livingston, TN 38570

Re: Contract Service Arrangement No. TN02-F427-00
TRA No. 02-01078

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-F427-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Upper Cumberland Electric
02-01078
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Paul Stinson

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Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

MLEC.NET
28 S. Park St.
Hohenwald, TN 38462

Re: Contract Service Arrangement No. TN02-C540-10
TRA No. 02-01079

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-C540-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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MLEC.NET

02-01079

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Tennessee Regulatory Authority



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Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

Milan General Hospital
4039 S. Highland Ave.
Milan, TN 38358

Re: Contract Service Arrangement No. TN02-G222-00
TRA No. 02-01080

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-G222-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Milan General Hospital

02-01080

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Tennessee Regulatory Authority



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Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

Brother International
7885 North Brother Blvd.
Bartlett, TN 38134

Re: Contract Service Arrangement No. TN02-G485-00
TRA No. 02-01081

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-G485-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Brother International
02-01081
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Tennessee Regulatory Authority



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Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

The Honey Baked Ham Company
5445 Triangle Pkwy Ste 400
Norcross, GA 30092

Re: Contract Service Arrangement No. GA02-1201-10
TRA No. 02-01083

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. GA02-1201-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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The Honey Baked Ham Company

02-01083

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Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

TransMontaigne, Inc.
370 17th St. Ste 2750
Denver, CO 80202

Re: Contract Service Arrangement No. GA01-C056-10
TRA No. 02-01082

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. GA01-C056-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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TransMontaigne, Inc.
02-01082
Page 2

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Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

Nationwide Money Services, Inc.
221 Ponte Verda Park Dr
Ponte Verda, FL 32082

Re: Contract Service Arrangement No. GA02-B319-10
TRA No. 02-01084

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. GA02-B319-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Nationwide Money Services, Inc.

02-01084

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Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

Regal Entertainment Group
7132 Regal Lane
Knoxville, TN 37918

Re: Contract Service Arrangement No. TN01-2727-00
TRA No. 02-01085

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN01-2727-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Regal Entertainment Group
02-01085
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Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

Physiotherapy Associates
3250 Players Club Pkwy
Memphis, TN 38125

Re: Contract Service Arrangement No. TN02-C043-10
TRA No. 02-01086

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-C043-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Physiotherapy Associates

02-01086

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Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

Pilot Corporation
5508 Lonas Rd
Knoxville, TN 37939

Re: Contract Service Arrangement No. TN02-C503-10
TRA No. 02-01087

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-C503-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Pilot Corporation

02-01087

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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

Colonial Pipeline
P. O. Box 18855
Atlanta, GA 31126

Re: Contract Service Arrangement No. GA99-7209-00
TRA No. 02-01088

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. GA99-7209-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

Depending on the action of the TRA, one of three events may occur:

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3. If the CSA is modified or changed, you will be notified of these changes and have the option to either
 - A. continue the agreement under the changes ordered by the TRA; or
 - B. terminate the CSA; such termination, however, will not trigger the termination liability charges set forth in the agreement.

Colonial Pipeline

02-01088

Page 2

No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

In the event that you have questions regarding the foregoing, please contact your BellSouth Account Team.

Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority



BellSouth Telecommunications, Inc. Tel 615 214-3839
Suite 2106 Fax 615 214-8867
333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

Home Quality Management
2401 PGA Blvd. Ste 155
Palm Beach Gardens, FL 33410

Re: Contract Service Arrangement No. FL02-E820-00
TRA No. 02-01089

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. FL02-E820-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Paul Stinson

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Tennessee Regulatory Authority



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Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

J. A. Jones
J. A. Jones Drive
Charlotte, NC 28287

Re: Contract Service Arrangement No. NC99-9002-00
TRA No. 02-01095

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. NC99-9002-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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J. A. Jones

02-01095

Page 2

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Paul Stinson

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Tennessee Regulatory Authority



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Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

Fred's Inc.
4300 New Getwell Road
Memphis, TN 38118

Re: Contract Service Arrangement No. TN02-H972-00
TRA No. 02-01096

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-H972-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Fred's Inc.
02-01096
Page 2

No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

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Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

RadioShack Corporation
300 West 3rd Ste 700
Ft Worth, TX 76102

Re: Contract Service Arrangement No. GA01-A397-10
TRA No. 02-01097

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. GA01-A397-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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RadioShack Corporation
02-01097
Page 2

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Tennessee Regulatory Authority



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Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

BASF Corporation
3000 Continental Drive N
Mt. Olive, NJ 7828

Re: Contract Service Arrangement No. LA02-1385-10
TRA No. 02-01098

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. LA02-1385-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Paul Stinson

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Tennessee Regulatory Authority



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Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

Blue Cross Blue Shield of Mississippi
3545 Lakeland Drive
Jackson, MS 39215

Re: Contract Service Arrangement No. MS02-7124-10
TRA No. 02-01099

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. MS02-7124-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Blue Cross Blue Shield of Mississippi

02-01099

Page 2

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Paul Stinson

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Tennessee Regulatory Authority



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Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

Ahold Information Services
1200 Brookfield Blvd.
Greenville, SC 29607

Re: Contract Service Arrangement No. SC01-8943-10
TRA No. 02-01100

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. SC01-8943-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Ahold Information Services
02-01100
Page 2

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Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

St. Thomas Health
4220 Harding Road
Nashville, TN 37205

Re: Contract Service Arrangement No. TN02-2363-10
TRA No. 02-01101

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-2363-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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St. Thomas Health
02-01101
Page 2

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Tennessee Regulatory Authority



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Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

ThyssenKrupp Elevator Co
6266 Hurt Road
Horn Lake, MS 38637

Re: Contract Service Arrangement No. TN02-8925-10
TRA No. 02-01102

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-8925-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Tennessee Regulatory Authority



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Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

U.T. Medical Center
1924 Alcoa Highway
Knoxville, TN 37920

Re: Contract Service Arrangement No. TN02-J306-00
TRA No. 02-01110

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-J306-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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U.T. Medical Center
02-01110
Page 2

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Tennessee Regulatory Authority



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Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

American Fidelity Bank
325 W Joule
Alcoa, TN 37701

Re: Contract Service Arrangement No. TN02-E569-00
TRA No. 02-01111

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-E569-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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American Fidelity Bank
02-01111
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Tennessee Regulatory Authority



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Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

Ingersoll Rand
510 Hester Ln.
White House, TN 37188

Re: Contract Service Arrangement No. TN02-1912-00
TRA No. 02-01112

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-1912-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Ingersoll Rand
02-01112
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Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

Federated Systems Group
5985 State Bridge Road
Duluth, GA 30097

Re: Contract Service Arrangement No. GA02-2334-10
TRA No. 02-01113

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. GA02-2334-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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 - A. continue the agreement under the changes ordered by the TRA; or
 - B. terminate the CSA; such termination, however, will not trigger the termination liability charges set forth in the agreement.

No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

In the event that you have questions regarding the foregoing, please contact your BellSouth Account Team.

Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority



BellSouth Telecommunications, Inc. Tel 615 214-3839
Suite 2106 Fax 615 214-8867
333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

Shaw Industries Group, Inc.
1019 Riverbend Dr.
Dalton, GA 30721

Re: Contract Service Arrangement No. GA02-E708-00
TRA No. 02-01114

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. GA02-E708-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

Depending on the action of the TRA, one of three events may occur:

1. If your CSA is approved, no further action will be taken, and you will continue to receive the benefits of the agreement;
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 - B. terminate the CSA; such termination, however, will not trigger the termination liability charges set forth in the agreement.

Shaw Industries Group, Inc.

02-01114

Page 2

No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

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Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

Patterson Dental Supply
1622 Sycamore View Road
Memphis, TN 38134

Re: Contract Service Arrangement No. TN02-H218-00
TRA No. 02-01115

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-H218-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Patterson Dental Supply

02-01115

Page 2

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Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

Daiseytek, Inc.
4650 Quality Dr. Ste 110
Memphis, TN 38118

Re: Contract Service Arrangement No. TN02-J349-03
TRA No. 02-01116

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-J349-03 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Daiseytek, Inc.

02-01116

Page 2

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Paul Stinson

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Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

Monumental Life Insurance Company
2 East Chase Street
Baltimore, MD 21202

Re: Contract Service Arrangement No. KY02-D198-10
TRA No. 02-01117

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. KY02-D198-10 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Monumental Life Insurance Company

02-01117

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Tennessee Regulatory Authority



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Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

NDC Health Corporation
1 National Data Plaza
Atlanta, GA 30319

Re: Contract Service Arrangement No. GA00-B444-00
TRA No. 02-01118

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. GA00-B444-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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NDC Health Corporation
02-01118
Page 2

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Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

Cavalry Bank
214 W. College Street
Murfreesboro, TN 37130

Re: Contract Service Arrangement No. TN02-K130-00
TRA No. 02-01119

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-K130-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Cavalry Bank
02-01119
Page 2

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Paul Stinson

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Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

Carrier Mid-South Memphis
802 Rozelle St.
Memphis, TN 38104

Re: Contract Service Arrangement No. TN02-K197-01
TRA No. 02-01120

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-K197-01 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Paul Stinson

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Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

First Data Corp
6200 S. Quebec Street
Greenwood Village, CO 80111

Re: Contract Service Arrangement No. GA99-4510-00
TRA No. 02-01121

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. GA99-4510-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority



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Suite 2106 Fax 615 214-8867
333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

Plantation Pipeline Company
1435 Windward Concourse
Alpharetta, GA 30202

Re: Contract Service Arrangement No. GA99-A389-00
TRA No. 02-01122

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. GA99-A389-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Tennessee Regulatory Authority



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Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

Clinton Utilities Board
1001 Charles G. Selvers Blvd.
Clinton, TN 37717

Re: Contract Service Arrangement No. TN02-K420-00
TRA No. 02-01123

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN02-K420-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Paul Stinson

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Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

US Postal Service
525 Royal Pkwy
Nashville, TN 37214

Re: Contract Service Arrangement No. TN01-0568-02
TRA No. 02-01124

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. TN01-0568-02 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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US Postal Service
02-01124
Page 2

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Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority



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Suite 2106 Fax 615 214-8867
333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

TJX
770 Cochitute Rd
Framingham, MA 01701

Re: Contract Service Arrangement No. GA01-3731-00
TRA No. 02-01125

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. GA01-3731-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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TJX
02-01125
Page 2

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Tennessee Regulatory Authority



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Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

Toys-R-Us
General Counsel
461 From Road
Paramus, NJ 07652

Re: Contract Service Arrangement No. GA01-5317-00
TRA No. 02-01126

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. GA01-5317-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

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Toys-R-Us

02-01126

Page 2

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Paul Stinson

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Tennessee Regulatory Authority



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333 Commerce Street
Nashville, Tennessee 37201-3300 paul.stinson@bellsouth.com

Paul Stinson, P.E.
Manager
Regulatory

October 23, 2002

Fastenal Company
2001 Theurer Blvd
Winona, MN 55987

Re: Contract Service Arrangement No. GA01-7352-00
TRA No. 02-01127

Dear Customer:

Please be advised that BellSouth has submitted Contract Service Arrangement No. GA01-7352-00 to the Tennessee Regulatory Authority ("TRA") for review and approval, with respect to the services provided within the state of Tennessee. We have urged, and the TRA has agreed, to allow this Contract Service Arrangement ("CSA") to become effective in Tennessee, subject to further review. This means that you will immediately begin receiving the discounts set forth in that arrangement, which has been a concern for all of us. The TRA, however, has reserved the right to review the CSA at a later date, and at that time, may decide to approve or deny approval of the CSA, or to require alterations to the CSA.

Depending on the action of the TRA, one of three events may occur:

1. If your CSA is approved, no further action will be taken, and you will continue to receive the benefits of the agreement;
2. If the CSA is denied, then you will be notified that the agreement and the associated discounts will cease at that time. Please note, however, that none of the discounts you have already received will be subject to refund;
3. If the CSA is modified or changed, you will be notified of these changes and have the option to either
 - A. continue the agreement under the changes ordered by the TRA; or
 - B. terminate the CSA; such termination, however, will not trigger the termination liability charges set forth in the agreement.

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No specific date has been set by the TRA for future action on your CSA. However, we believe the TRA intends to proceed promptly to determine the appropriate action. Please note that any actions by the TRA will only affect discounts and terms of your CSA with respect to services provided within the state of Tennessee. Action by the TRA will not affect the discounts or terms of your CSA with respect to services provided by BellSouth in other states.

In the event that you have questions regarding the foregoing, please contact your BellSouth Account Team.

Paul Stinson

cc: BellSouth Account Team
Tennessee Regulatory Authority